

**CHECK SHEET**

Title Page and Original Pages 0-1 to 0-53; 1-1; 2-0 to 2-138; 3-0 to 3-24; 4-0 to 4-14; 5-0 to 5-40; 6-0 to 6-455; 7-0 to 7-798; 8-1 to 8-457; 9-0 to 9-26; 10-0 to 10-71; 11-0 to 11-14; 12-0 to 12-42; 13-0 to 13-94; 14-0 to 14-25; 15-0 to 15-104; 16-0 to 16-185; 17-0 to 17-472; 18-0 to 18-3; 19-0 to 19-5, 20-0 to 20-28; 21-1 to 21-48; 22-0 to 22-4; 23-0 to 23-28; 24-0 to 24-18 inclusive of this Tariff are effective as of November 11, 2003. Original and revised pages as named below and Supplement Nos. 1, 2, 3, and 4 contain all changes from the original Tariff that are in effect on the date hereof.

<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>
Title	Original	0-1.23	36th	0-8	Original
0-1	197th *	0-1.24	12th	0-9	Original
0-1.1	33rd	0-1.25	15th	0-10	Original
0-1.2	27th	0-1.26	26th	0-11	Original
0-1.3	27th	0-1.27	22nd	0-12	Original
0-1.4	17th	0-1.28	7th	0-13	2nd
0-1.5	3rd	0-1.29	13th	0-14	1st
0-1.6	3rd	0-1.30	7th	0-15	5th
0-1.7	6th	0-1.31	3rd	0-16	2nd
0-1.8	8th	0-1.32	4th	0-16.1	4th
0-1.9	12th	0-1.33	6th	0-17	4th
0-1.10	13th	0-1.34	5th	0-18	Original
0-1.11	9th	0-1.35	5th	0-19	Original
0-1.12	19th	0-1.36	9th	0-20	Original
0-1.13	7th	0-1.37	2nd	0-21	Original
0-1.14	16th	0-1.38	3rd	0-22	Original
0-1.15	7th	0-1.39	28th	0-23	Original
0-1.16	15th	0-1.40	1st *	0-24	2nd
0-1.17	11th	0-2	1st	0-25	1st
0-1.18	16th	0-3	1st	0-26	5th
0-1.19	53rd	0-4	Original	0-27	1st
0-1.20	17th	0-5	3rd	0-28	Original
0-1.21	7th	0-6	Original	0-29	1st
0-1.22	8th	0-7	Original		

\* New or Revised Page.

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Effective: November 4, 2004

1801 California Street, Denver, Colorado 80202

**CHECK SHEET (Cont'd)**

<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>	<b>PAGE</b>	<b>NUMBER OF REVISION EXCEPT AS INDICATED</b>
24-13	Original	24-36	Original		
24-14	1st	24-37	Original		
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24-16	Original	24-39	Original		
24-17	2nd	24-40	Original		
24-18	2nd	24-41	Original		
24-19	Original	24-42	Original		
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24-28	Original	24-51	Original		
24-29	Original	24-52	Original		
24-30	Original	24-53	Original *		
24-31	Original	24-54	Original *		
24-32	Original	24-55	Original *		
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24-35	Original	24-58	Original *		

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FCC2004-057

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 04-026**

DESCRIPTION: Contract for Private Line Transport Service Annual Incentive

CONTRACT AVAILABILITY: Effective from November 4, 2004 through December 4, 2004

CONTRACT  
EFFECTIVE DATE: November 4, 2004

CONTRACT  
EXPIRATION DATE: November 4, 2005

AVAILABLE MSAS: MSAs identified in Section 23

A. This Contract Tariff provides an annual incentive associated with the customer's aggregated revenue commitment for Private Line Services.

B. Contract Term

This contract shall commence upon the effective date of this contract Tariff and shall continue with the Contributory Service(s) until November 4, 2005. Customers requesting a like contract will have the contract become effective on the first day of the first full month after the contract is signed by all parties. Each contract shall terminate after 12 monthly billing periods.

Contributory Services are those Private Line services in Section 17 and the equivalent rate elements in Sections 7 and 15.

(N)

(N)

## **24. CONTRACT TARIFFS**

### **24.2 24.2 CONTRACT NO. 04-026(CONT'D)**

#### **C. Terms and Conditions**

1. When this contract becomes effective, the customer must meet the minimum and maximum circuit requirements specified in D.6., following. The customer's Contributory Charges incurred after the effective date of this contract must exceed the Minimum Contributory Charges. If the customer ordered Contributory Service(s) prior to the effective date of this contract, only those Contributory Charges generated after the effective date of this contract shall apply towards the Minimum Contributory Charges.
2. At the end of the term, the total of the customer's Contributory Services billing will be determined. If the customer fails to meet their Minimum Contributory Charge Commitment, the Company will not provide an Annual Incentive for the term of this contract. Failure to meet the Minimum Contributory Charge requirement will have no other impact on the customer.

#### **D. Annual Incentive and Circuit Requirements**

1. During the term of this contract, the customer is eligible to receive an Annual Incentive. The amount is determined by using the Contributory Charge Commitment requirements identified in 7., following.
2. Eligibility is based upon the customer meeting the Minimum and Maximum Circuit Requirements and exceeding the annual Minimum Contributory Charge.
3. The Annual Incentive credit is applied against the eligible Contributory Charges of the Contributory Services within any Phase II MSA, during the term of this contract. The Annual Incentive is only credited to customers with no monthly charges in arrears.

## **24. CONTRACT TARIFFS**

### **24.2 CONTRACT NO. 04-026**

#### **D. Annual Incentive and Circuit Requirements (Cont'd)**

4. To receive the Annual Incentive, the customer must subscribe to the minimum number of channel terminations for each type of service, but cannot exceed the maximum number of channel terminations for each type of service.
5. The Annual Incentive is calculated using the incremental revenue that exceeds the Contributory Charge minimum amount. Revenue exceeding the Maximum Contributory Charge amount is not eligible for an Annual Incentive.

The formula is: Annual Incentive = (Either the Annual Contributory Charge achieved or Maximum Contributory Charge, whichever is less, minus the Minimum Contributory Charge) x Applicable Incentive Percentage.

For example, at the end of the term, the customer exceeds the annual Minimum Contributory Charge but does not exceed the annual Maximum Contributory Charge amount. The Actual Contributory Charge achieved is \$44,000,000.00. The Minimum Contributory Charge of \$34,723,730.00 is subtracted from the Actual Contributory Charge achieved. The difference is \$9,276,270.00. Using the information provided in 7., following, the associated incentive percentage for this example is 15%. Multiply this percentage by the difference between the Actual Contributory Charge achieved and the Minimum Contributory Charge, the Annual Incentive equals \$2,319,067.50.

$$(\$44,000,000.00 - \$34,723,730.00) \times 25\% = \$2,319,067.50$$

(N)

(N)

**24. CONTRACT TARIFFS**

**24.2 CONTRACT NO. 04-026**

**D. Annual Incentive and Circuit Requirements (Cont'd)**

6. Minimum and Maximum Circuit Requirements on the effective date of this contract:

TYPE OF SERVICE	QUANTITY OF CHANNEL TERMINATIONS	
	MINIMUM	MAXIMUM
DS1	5,500	7,000
DS3	40	100

7. Contributory Charge Commitment must fall between the following minimum and maximum amounts.

	MINIMUM	MAXIMUM
End of Term Commitment	\$34,723,730.00	\$45,835,323.00

The Incentive Percentage is determined as following:

END OF TERM REVENUE	INCENTIVE PERCENTAGE
\$34,723,730.00 - \$37,501,628.00	10%
37,501,629.00 - 40,279,526.00	15%
40,279,527.00 - 43,057,425.00	20%
43,057,426.00 - 45,835,323.00	25%

## **24. CONTRACT TARIFFS**

### **24.2 CONTRACT NO. 04-027**

DESCRIPTION: Contract for GeoMax System

CONTRACT AVAILABILITY: Effective from November 4, 2004 through  
December 4, 2004

CONTRACT  
EFFECTIVE DATE: November 4, 2004

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the extension of an existing GeoMax System on a month-to-month basis at rates set forth below. This service maybe terminated as early as November 15, 2004, or can be extended up to 12 months from the effective date of this tariff and TLA will not apply.

Total Monthly Rates for the Existing GeoMax System:

- Monthly Recurring Rates \$63,975.00

Additional OC48 Protected Ports maybe added at the rates set forth below:

- OC48 Port, Protected, per port \$500.00[1]

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the following Washington State MSA Wire Centers: Seattle – Elliot, STTLWAEL; Bellevue - Glencourt, BLLVWAGL and Seattle – Cherry, STTLWACH.
- Must be the renewal of an existing GeoMax System
- Must be comprised of 3 Nodes and 25 Transport Channels

[1] Nonrecurring rates for OC48 Ports will be billed as set forth in Section 17, preceding.

## **24. CONTRACT TARIFFS**

### **24.2 CONTRACT NO. 04-028**

DESCRIPTION: Contract for Synchronous Service Transport Service (SST) OC12

CONTRACT AVAILABILITY: Effective from November 4, 2004 through December 4, 2004

CONTRACT EFFECTIVE DATE: November 4, 2004

AVAILABLE MSAS: MSAs identified in Section 23

This contract tariff is for the extension of an existing Synchronous Service Transport Service (SST) OC12 on a month-to-month basis at rates set forth below. This service may be terminated as early as November 15, 2004, or can be extended up to 12 months from the effective date of this tariff and TLA will not apply.

Total Monthly Rates for the Existing Synchronous Service Transport Service (SST) OC12:

- Monthly Recurring Rates \$10,949.58

The following eligibility criteria must be met in order to receive this Contract Offer:

- Service must be in the following Washington State MSA Wire Center: Bellevue - Glencourt, BLLVWAGL
- Must be the renewal of an existing Synchronous Service Transport Service (SST) OC12
- Must have completed the terms and conditions of term plan associated with the existing SST Service OC12